

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

CIVIL ACTION NO: 2:25-cv-07217-DCN

Corporate Interiors, Inc.,)
Plaintiff,)
vs.) **COMPLAINT**
Rutherford Company, Inc.,) (JURY TRIAL DEMANDED)
Defendant.)

)

NOW COME, Plaintiff Corporate Interiors, Inc. who complains as follows:

PARTIES

1. Corporate Interiors, Inc. is a corporate entity organized under the laws of the State of Florida and having its principal place of business in Florida.
2. Defendant, Rutherford Company, Inc. is a corporate entity organized under the laws of the State of South Carolina and having its principal place of business in South Carolina.

JURISDICTION AND VENUE

3. This is an action to collect a debt. Defendant purchased office equipment for a total purchase price of \$463,187.85. Defendant paid \$200,000.00 of the purchase price, but has failed to pay the remaining \$263,187.85. Under the terms of the parties' agreement, interest accrues on the past due amount at 1.5% per month and Plaintiff is entitled to recover their costs of collection including attorney's fees.

4. There is complete diversity of citizenship among the parties and the amount in controversy exceeds \$75,000 exclusive of costs. Jurisdiction is proper pursuant to 28 U.S.C. §1332.

5. Venue is proper inasmuch as the agreements were entered into in Charleston, South Carolina, and Plaintiff delivered the office equipment to Charleston.

FACTUAL ALLEGATIONS

6. On or about October 30, 2023, Plaintiff provided Defendant with a quote for the delivery of office chairs and equipment to Defendant's Charleston facility. The quote totaled \$463,187.85.

7. Defendant accepted that quote and the purchased goods were shipped on or about August 26, 2024.

8. Plaintiff accepted delivery of the goods and paid \$200,000.00 toward the invoiced purchase price.

9. Plaintiff has failed to remit payment for the remaining balance of the purchase order.

10. Plaintiff made a demand for payment by letter on May 8, 2025 and offered to reduce the outstanding amount owed and to forego interest if payment were made within 20 days. Defendant failed to so remit payment.

FOR A FIRST CAUSE OF ACTION

Breach of Contract

11. Plaintiff agreed to sell and Defendant agreed to purchase certain office equipment as detailed on the Purchase Order and Quote with Terms and Conditions (attached as *Exhibit 1*). Plaintiff issued an invoice reflecting an outstanding balance of \$263,187.85 net 30 days due. The Purchase Order and Quote with Terms and Conditions provides that Plaintiff is entitled to interest at 1.5% per month on any outstanding balance.

12. Plaintiff delivered, and Defendant accepted delivery, of the purchased goods.

13. Plaintiff has fulfilled its obligations under the parties' agreement.

14. Defendant has failed or refused to pay as agreed and is in breach of the parties' agreement.

15. Plaintiff is entitled to contract damages as provided including interest on the balance outstanding, costs of collection including attorney's fees, and such other and further relief as is just and proper.

FOR A SECOND CAUSE OF ACTION

(Breach of Contract Accompanied by a Fraudulent Act)

16. Plaintiff incorporates by reference Paragraphs 1 through 16 above as if restated herein.

17. Defendant's willful breach of the contract between the parties was an action taken in conjunction with a scheme to benefit from the acquisition of products from Plaintiff without paying for said products.

18. Said scheme constituted a fraudulent act that accompanied Defendant's breach of contract. Such entitles Plaintiff to an award of all damages that were proximately caused by said breach, to an award of punitive damages sufficient to deter such conduct in the future, and to an award of attorney's fees and costs incurred in pursuit of this matter.

FOR A THIRD CAUSE OF ACTION

(Quantum Meruit)

19. Plaintiff incorporates by reference Paragraphs 1 through 19 above as if restated fully herein.

20. Pursuant to the Purchase Order and Quote with Terms and Conditions between the parties, Plaintiff sold goods to Defendant, which Defendant accepted.

21. Defendant partially paid for the goods purchased but has failed to pay the outstanding balance due.

22. It is unjust for Defendant to acquire goods without paying for those goods.
23. Plaintiff is entitled by reason of the benefit provided to Defendant the full value of the Purchase Order and Quote with Terms and Conditions as well as an award of the amount of attorney's fees and costs incurred in pursuit of this matter.

WHEREFORE, Plaintiff requests this Court grant Plaintiff the following:

1. An award of an amount sufficient to compensate Plaintiff for all damages proximately caused by Defendants' breach of contract including prejudgment interest pursuant to the Quote with Terms and Conditions and attorney's fees.
2. An award of an amount of punitive damages sufficient to deter repetition by Defendants of the fraudulent act, the scheme to receive chattels without paying for them or compensating Plaintiff as agreed.
3. In the alternative, an award of the full market value of the chattels sold to Defendant.
4. An amount sufficient to compensate Plaintiff for the attorney's fees and costs to pursue this matter.
5. Such other and further relief as the Court may deem just and proper.

Respectfully submitted,

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